

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

In re:	)	
	)	CHAPTER 13
	)	CASE No. 20-33854-KRH
Melanie Hall Bowers	)	
	)	
	)	
	)	
Debtor.	)	
_____	)	

**MOTION FOR APPROVAL OF LOAN MODIFICATION ON  
SECURED DEBT FOR REAL PROPERTY**

COMES NOW Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust F (the "Movant"), a secured creditor, and hereby seeks Court authority to modify the terms of an existing secured loan for real property, and submits the following information regarding the modified loan:

1. The address and legal description of the real property is 10250 Scots Landing Rd., Mechanicsville, VA 23116.
2. The holder of the secured claim is Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust F.
3. The amount of the proposed New Principal Balance is \$410,210.11. A copy of the proposed Loan Modification is attached hereto as **Exhibit A**. This amount does include pre-petition arrears currently being paid through the plan.

4. The pre-modification Principal Balance was \$526,752.13 as of September 18, 2020, as stated in the Mortgagee's Proof of Claim.
5. The proposed initial post-modification monthly payment is \$3,915.68, which is comprised of \$2,661.66 for principal and interest and \$1,254.02 for monthly escrow. The monthly escrow amount may adjust periodically.
6. INTEREST TERMS:
  - A. Fixed interest rate of 7.3750% for a duration of 480 months beginning on the 1<sup>st</sup> day of December, 2022.
7. The loan modification does affect the terms of the confirmed plan in the case and the Debtor(s) will separately file a motion to modify the confirmed plan. This motion does not constitute a motion to modify the confirmed plan and the terms of the confirmed plan remain in effect until such time as any plan modification is approved by the Court.
8. The loan modification will not alter or affect the status or priority of any other existing lien(s) on the real property.
9. The Debtor has advised the holder of the modified secured claim that it must either file an amended proof of claim or withdraw the filed proof of claim within 30 days of the closing of the loan modification transaction.

WHEREFORE, the Movant submits that this loan modification is in the best interest of the Debtor and the creditors as it will increase the feasibility of the Chapter 13 plan.

This the 30th day of November, 2022.

Hill Wallack LLP

By: /s/ Daniel A. Ross

Daniel A. Ross

21 Roszel Road

Princeton, NJ 08543

Telephone: 609-734-3903

Email: [dross@hillwallack.com](mailto:dross@hillwallack.com)

Attorney for Movant

## **CERTIFICATE OF SERVICE**

I hereby certify that this Motion For Approval of Loan Modification On Secured Debt For Real Property was served on November 30, 2022 electronically to those recipients authorized to receive a Notice of Electronic Filing by the Court, and/or by first class mail, postage prepaid to:

### **SERVICE LIST**

Melanie Hall Bowers  
10250 Scots Landing Rd.  
Mechanicsville, VA 23116

- Debtor

Lemar A. Bowers  
10250 Scots Landing Rd.  
Mechanicsville, VA 23116

- Co-Debtor

And electronically transmitted via the CM/ECF system to:

James E. Kane  
Kane & Papa, PC  
1313 East Cary Street  
P.O. Box 508  
Richmond, VA 23218-0508

- Counsel for Debtor

Suzanne E. Wade  
7202 Glen Forest Drive, Ste. 202  
Richmond, VA 23226

- Trustee

This the 30th day of November, 2022.

Hill Wallack LLP

By: /s/ Daniel A. Ross  
Daniel A. Ross  
21 Roszel Road  
Princeton, NJ 08543  
Telephone: 609-734-3903  
Email: dross@hillwallack.com

# EXHIBIT "A"

This Document Prepared By:  
**BRANDY MANGALINDAN**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**ANAHEIM, CA 92806**

When Recorded Mail To:  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**C/O LOSS MITIGATION POST CLOSING DEPARTMENT**  
**1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A**  
**ANAHEIM, CA 92806**

Tax Map/GPIN #:

[Space Above This Line for Recording Data]

Original Principal Amount: \$545,578.00  
Unpaid Principal Amount: \$509,610.54  
New Principal Amount: \$410,210.11  
New Money (Cap): \$0.00

FHA/VA/RHS Case No:

Loan No:

## **LOAN MODIFICATION AGREEMENT**

**Tax Exempt per Virginia State Code 58.1-803(D) or 58.1-809**  
**taxes paid at instrument #**

This Loan Modification Agreement ("Agreement"), made this 25TH day of OCTOBER, 2022, between **LEMAR A BOWERS AND, MELANIE H BOWERS HUSBAND AND WIFE** ("Borrower"), whose address is **10250 SCOTS LANDING RD, MECHANICSVILLE, VIRGINIA 23116** and **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT** ("Lender"), whose address is **1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **DECEMBER 18, 2014** and recorded on **DECEMBER 19, 2014** in

**INSTRUMENT NO. 20141219000139360, HANOVER COUNTY, VIRGINIA, and (2) the Note, in the original principal amount of U.S. \$545,578.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at**  
**10250 SCOTS LANDING RD, MECHANICSVILLE, VIRGINIA 23116**

the real property described is located in **HANOVER County, VIRGINIA** and being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **NOVEMBER 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$410,210.11**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. **This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$127,402.63.**
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.3750%**, from **NOVEMBER 1, 2022**. The yearly rate of **7.3750%** will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. **\$3,915.68**, beginning on the **1ST** day of **DECEMBER, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. **\$2,661.66**, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US **\$1,254.02**. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on **NOVEMBER 1, 2062** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.



In Witness Whereof, I have executed this Agreement.

2/1/22  
Borrower: LEMAR A BOWERS

Melanie H Bowers  
Borrower: MELANIE H BOWERS

11/21/2022  
Date

11/21/2022  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

## BORROWER ACKNOWLEDGMENT

State of VIRGINIA

County of Hanover

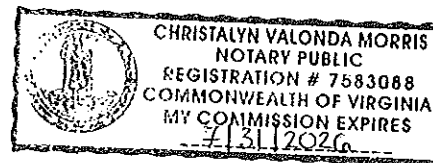
The foregoing instrument was acknowledged before me this 11/21/2022  
(date) by LEMAR A BOWERS AND, MELANIE H BOWERS HUSBAND AND WIFE  
(name of person acknowledged)

Christalyn Valonda Morris  
Notary Public

Printed Name: Christalyn Valonda Morris

Notary Registration Number: 7583088

My commission expires: 7/31/2026



In Witness Whereof, the Lender has executed this Agreement.

**WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE  
LOAN TRUST F, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND  
ATTORNEY IN FACT**

NOV 23 2022

By \_\_\_\_\_ (print name) \_\_\_\_\_ Date  
Terrence Morley, Director, Loss Mitigation (title)  
Carrington Mortgage Services, LLC Attorney In Fact  
[Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me \_\_\_\_\_ Notary  
Public, personally appeared \_\_\_\_\_, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**SEE ATTACHED**

Signature \_\_\_\_\_  
Signature of Notary Public

(Seal)

**EXHIBIT A**

**BORROWER(S): LEMAR A BOWERS AND, MELANIE H BOWERS HUSBAND AND WIFE, AS  
TENANTS BY THE ENTIRETIES WITH THE RIGHT OF SURVIVORSHIP AS AT COMMON LAW**

**LOAN NUMBER:** [REDACTED]

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF MECHANICSVILLE, COUNTY OF  
HANOVER, STATE OF VIRGINIA, and described as follows:**

**All that certain lot, piece or parcel of land, with the improvements thereon and appurtenances  
thereunto belonging, lying and being in Hanover County, Virginia, shown and designated as Lot 41,  
Scot's Landing, as shown on a Plat of Subdivision prepared by Timmons Group, entitled "Scot's  
Landing, Henry District, Hanover County, Virginia", dated February 20, 2004, recorded February 23,  
2005, in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Subdivision Plat Book 37, Page  
99, et.seq. to which plat reference is hereby made for a more particular description of the property  
herein conveyed.**

**Being a portion of the same property conveyed to LifeStyle Builders and Developers, Inc., a Virginia  
corporation, by Deed from Hayden Homes Company, a Virginia corporation, dated September 24,  
2012, and recorded September 26, 2012, in the Clerks' Office, Circuit Court, Hanover County, Virginia,  
in Deed Book 3039, Page 353**

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**ALSO KNOWN AS: 10250 SCOTS LANDING RD, MECHANICSVILLE, VIRGINIA 23116**

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Date: OCTOBER 25, 2022

Loan Number: [REDACTED]

Lender: WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH  
MORTGAGE LOAN TRUST F, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER  
AND ATTORNEY IN FACT

Borrower: LEMAR A BOWERS, MELANIE H BOWERS

Property Address: 10250 SCOTS LANDING RD, MECHANICSVILLE, VIRGINIA 23116

## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

  
Borrower: LEMAR A BOWERS

11/21/2022  
Date

  
Borrower: MELANIE H BOWERS

11/21/2022  
Date

Date: OCTOBER 25, 2022

Loan Number: [REDACTED]

Lender: WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT

Borrower: LEMAR A BOWERS, MELANIE H BOWERS

Property Address: 10250 SCOTS LANDING RD, MECHANICSVILLE, VIRGINIA 23116

## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F, BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period .

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

  
Borrower: LEMAR A BOWERS

  
Borrower: MELANIE H BOWERS

  
Date

  
Date

**Mortgagor Name(s):**  
MELANIE H BOWERS  
10250 SCOTS LANDING RD  
MECHANICSVILLE VA 23116

**Property Address:**  
10250 SCOTS LANDING RD  
MECHANICSVILLE VA 23116

Dear Mortgagor(s):

Enclosed please find the final Loan Modification Agreement and/or Subordinate Note/Mortgage (herein referred to as the "Documents") along with a Name Affidavit\*\*. If you are interested in setting up Auto Draft for your new modified mortgage payments, we encourage you to visit our website at [www.carringtonmortgage.com/myloan](http://www.carringtonmortgage.com/myloan) under "Payment Options" for more details on how to set up Auto Draft.

*\*\*A Name Affidavit is a document in which a person certifies all the names that have been used by the person. The name affidavit may include maiden name, married name, other names used, and all variations of the names that appear in other documents.*

**IMPORTANT!** The insurer of your loan requires that you execute the enclosed Documents, including the Name Affidavit, in the presence of a notary public. Please note, CMS must receive your fully executed Documents, **bearing original signatures, by no later than 11/09/2022.** Each borrower must sign exactly as the name appears on the signature line. If there has been a change to your name since the origination of your mortgage loan (e.g. re-married, divorced) you must complete the Name Affidavit and provide supporting documents to evidence such a change. Failure to comply with these requirements may affect your eligibility and delay the process.

***Please be advised that a faxed copy of the Documents does not satisfy the Program requirements and therefore will not be accepted.***

If you have questions regarding the Documents or experience difficulty reviewing the information, please consult a Loss Mitigation Specialist by calling, 1.800.561.4567, Monday - Friday 9:00am to 7:00pm [Eastern Standard Time].

Please mail all Original Signed Documents attention to:

Carrington Mortgage Services, LLC  
c/o Loss Mitigation Post Closing Department  
1600 South Douglass Road, Suites 110 & 200-A  
Anaheim, CA 92806

Sincerely,

Carrington Mortgage Services, LLC

Dear Mortgagor(s):

Carrington Mortgage Services, LLC (CMS) requires that you complete this Name Affidavit if your name has been changed since the origination of your mortgage loan and/or does not match the name as it appears directly below and within the enclosed Documents.

**A Name Affidavit is also referred to as:**

Also Known As Certificate / AKA Statement – To show variations of your name used to execute other documents  
Now Known As Certificate / NKA Statement – To show a change in name due to marriage and/or divorce

**MELANIE H BOWERS**

Melanie H Bowers  
Signature

THIS IS TO CERTIFY THAT MY/OUR LEGAL SIGNATURE(S) IS/ARE AS WRITTEN AND TYPED BELOW. This signature must exactly match signatures on all Documents.

I, **MELANIE H BOWERS**, certify that I am also known as: N/A - No name change

\_\_\_\_\_  
Print Name (Variation)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Print Name (Variation)

\_\_\_\_\_  
Sample Signature (Variation)

STATE OF: Virginia  
COUNTY OF: Hanover

Subscribed and sworn to before me this 21 day of November 2022, by Christalyn Valonda Morris,  
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Christalyn Valonda Morris  
Notary Public

Commission No: \_\_\_\_\_

Commission Expiration: 7/31/2026

